

COTTONWOOD HEIGHTS

RESOLUTION NO. 2013-23

A RESOLUTION APPROVING AN ACTIVITY CONTRACT WITH BUCK WILD MECHANICAL BULLS LC FOR 2013 BUTLERVILLE DAYS

WHEREAS, the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") met on 11 June 2013 to consider, among other things, approving a contract for services, and amendment thereto (collectively, the "*Agreement*"), with Buck Wild Mechanical Bulls LC ("*Contractor*") whereunder the City would retain Contractor to provide a mechanical bull riding activity at the City's 2013 "Butlerville Days" community celebration on the terms and conditions specified in the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto as an exhibit; and

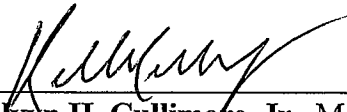
WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Agreement with Contractor is hereby approved and ratified, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2013-23, shall take effect immediately upon passage.

PASSED AND APPROVED this 11th day of June 2013.

COTTONWOOD HEIGHTS CITY COUNCIL

By 
Kelvin H. Cullimore, Jr., Mayor




Linda W. Dunlavy, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

DEPOSITED in the office of the City Recorder this 11th day of June 2013.

RECORDED this 12 day of June 2013.

598764.1

Buck Wild



Mechanical Bulls

CONTRACT FOR SERVICES

WITH:

CITY OF COTTONWOOD HEIGHTS

**Representing:
BUTLERVILLE DAYS**

JULY 24, 2013

THIS CONTRACT is entered into on the 28th day of May 2013 by and between ***Buck Wild Mechanical Bulls LC***, a Utah limited liability company ("*Contractor*"), and the city of ***Cottonwood Heights*** ("*City*").

WITNESSETH

WHEREAS, City desires to procure a contractor to perform mechanical bull rental services for its "Butlerville Days" community event (the "*Event*") on park grounds near Butler Middle School (approx. 2700 East 7500 South, Cottonwood Heights, UT); and

WHEREAS, City has completed necessary steps for retention of professional and other services under applicable City policies; and

WHEREAS, City has agreed to engage Contractor, and Contractor has agreed to contract with City performance of services as described, and according to the further terms and conditions set forth herein.

NOW THEREFORE, in consideration of sums to be paid to the Contractor, and other good and valuable consideration, the Contractor and City do contract and agree as follows:

1. Scope of Services.

Contractor shall perform for City the following described services (the "*Services*") in connection with the Event:

Contractor will set up a mechanical bull, landing pad and operating station. The operator will operate the mechanical bull for the duration of the Event. The operator will take down the mechanical bull, landing pad and operating station after the agreed time has expired. Except as otherwise provided in this agreement, this is the extent of the Services agreed to by Contractor.

2. Time of Performance.

In performing the Services described in this Contract, it is mutually agreed that time is of the essence.

The bull shall be delivered by 1:00 p.m. due to closure of roads at 2:00 p.m. in connection with the parade portion of the Event. Contractor shall begin operating the bull at **4:30 pm** on **July 24, 2013** and work shall be completed at **9:30 pm** on **July 24, 2013**. Any additional time spent performing the Services will be added to the total bill at a cost of **\$250, Two Hundred and Fifty Dollars** per hour.

3. Compensation; Time of Payment.

For all Services to be performed hereunder, City shall pay Contractor the amount of **\$1,380; One Thousand Three Hundred Eighty Dollars** to be paid before the agreed time of performance. The price includes a generator to power the mechanical bull.

4. Security Deposit.

City shall send a non-refundable security deposit in the amount of **\$690 (Six Hundred Ninety Dollars)** to secure the date and time specified. If the deposit is not received

at least four weeks prior to the Event, Contractor is under no obligation to reserve the specified time and date. The security deposit will be applied to the total amount.

5. Workmanship and Quality of Services.

All work performed under this Contract shall be performed in a workmanlike and professional manner. In the event of a mechanical failure the Contractor shall refund City for the remainder of the agreed time at a pro-rated amount.

6. Notices.

All notices or other communications arising hereunder shall be sent to the following:

<City>

<Contractor>

Cottonwood Heights, c/o Ann Eatchel

Buck Wild Mechanical Bulls

aeatchel@cottonwoodheights.utah.gov

cowboyup@buckwildbullriding.com

801-944-7000

801-359-0440

c/o 1265 East Fort Union Blvd., #250

903 South 850 East

Cottonwood Heights, UT 84047

Bountiful, UT 84010

7. Assignment.

This Contract may not be assigned without the express written consent of both the Contractor and City.

8. Applicable Law.

This Contract shall be governed by and construed in accordance with the applicable laws of the state of Utah.

9. Insurance.

Contractor shall maintain in full force and effect a broad form comprehensive workmen's compensation, bodily injury and property damage liability insurance policy or policies against claims for damage or injury to persons or property arising out of any of the Event Services (i.e.—whether equipment-based, supervision-based, or otherwise) in connection with the Event. Such policy shall be maintained on the minimum basis of \$100,000 combined single limit. Contractor shall cause City and its officers, employees and other designees to be named as additional insured under such policy, and shall provide to City a certificate evidencing such insurance coverage at least three days before the Event. All insurance required to be carried hereunder shall be with companies, on forms and with loss payable clauses reasonably satisfactory to City. All such policies shall be written as primary policies, not contributing with and not in excess of coverage which City may carry.

10. Hold Harmless Undertaking.

Contractor agrees, covenants, and undertakes to indemnify, hold free and harmless, assume liability for, and defend City and its officers, employees, agents, servants and representatives (collectively, the "*Indemnitees*") from any and all losses, costs, and expenses, including but not limited to monetary damages, attorney's fees, investigative and discovery costs, court costs, fines, penalties, increased taxes, and all other sums, that any of the Indemnitees may incur, face, pay or become obligated to pay on account of any, all, and every demand for claim or assertion of liability, or any claim or action thereon, arising or alleged to have arisen out of any of the Event Services. The foregoing indemnities, etc. shall not, however, be deemed to waive or modify any rights, defenses, protections or limits of liability of City against third parties under the "Governmental Immunity Act of Utah" (UTAH CODE ANN. § 63G-7-101, *et seq.*).

11. Liability Release.

Before the Event, (a) Contractor shall modify its standard written liability release form ("*Release*") to include all of the Indemnitees (i.e.—City and its officers, employees, agents, servants and representatives) as additional parties who, together with Contractor, are affirmatively released from all liability and other claims accruing to, or asserted by, any rider ("*Rider*") of the Contractor's equipment at the Event; and (b) submit the form of the Release to City for approval or modification. Throughout the Event, Contractor shall require every prospective Rider, and the parents or legal guardians of any and all minor Riders, to sign a Release in the form approved by City.

12. Age Standard.

Contractor shall not allow anyone under the age of 3 years to be a Rider at the Event.

[Signature page follows]

Name (in print): COTTONWOOD HEIGHTS, a Utah municipality

Signature: _____
Kelvyn H. Cullimore, Jr., Mayor

Attest: _____
Linda W. Dunlavy, Recorder

Date: May 28, 2013

Name (in print): Buck Wild Mechanical Bulls LC

Signature: 
Leisa Wright

Date: May __, 2013

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